

United States Bankruptcy Court
EASTERN District of WISCONSIN

In re Katherine & Steven Kirkbride,
 Debtor

Case No. 11-30495
 Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- 1. Creditor's Name: Landmark Credit Union
2. Amount of the debt subject to this reaffirmation agreement:
\$18,016.31(principal) on the date of bankruptcy \$17,552.15(payload 07/15/11) to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 7.90% prior to bankruptcy
7.90 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$596.46 per month commencing 08/07/11 until paid in full.
- 6. Collateral, if any, securing the debt: Current market value: \$29,450.00
 Description: 2009 Honda Pilot
7. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
 (If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

*N/A BECAUSE CREDITOR IS A
 CREDIT UNION*

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$5,285.92
 Schedule I, line 16
- 8A. Total monthly payments on \$5,288.00
 from Schedule J, line 18
- 9A. Total monthly payments on \$ 0
 reaffirmed debts not listed on
 Schedule J

Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 5285.92
 sources after payroll deductions
- 8B. Monthly expenses \$ 5258.00
- 9B. Total monthly payments on \$ 0
 reaffirmed debts not included in
 monthly expenses
- 10B. Net monthly income \$ 27.92
 (Subtract sum of lines 8B and 9B
 from line 7B. If total is less than
 zero, put the number in brackets.)

11. Explain with specificity any difference between the income amounts (7A and 7B):

No change N/A

12. Explain with specificity any difference between the expense amounts (8A and 8B):

Now using coupons for both groceries to help reduce food expense. N/A

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

[Signature]
Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable,
and only required if line 11 or 12 is completed)

Other Information

N/A ☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is the credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: _____

* Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
Yes No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

* Yes _____ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

[Signature]
Signature

STEVEN E. BERG, ATTY. FOR
Print/Type Name & Signer's Relation to Case DEBTORS

Check one.



Presumption of Undue Hardship



No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Eastern District of Wisconsin

In re Katherine & Steven Kirkbride,
*Debtor*Case No. 11-30495Chapter 7

REAFFIRMATION DOCUMENTS

* Name of Creditor: Landmark Credit Union☒ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Vehicle loan dated 09/23/2008*For example, auto loan** B. **AMOUNT REAFFIRMED:** \$ 17,552.15

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 07/15/2011, which is the date of the Disclosure Statement portion of this form (Part V).

*See the definition of "Amount Reaffirmed" in Part V, Section C below.*C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 7.90 %.*See definition of "Annual Percentage Rate" in Part V, Section C below.*This is a (check one) ☒ Fixed rate☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):

- ☐ \$ _____ per month for _____ months starting on _____.
- ☒ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.
\$596.46 per month commencing 08/07/11 until paid in full

E. Describe the collateral, if any, securing the debt:

Description:	2009 Honda Pilot
Current Market Value	\$ 29,450.00

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

- ☒ Yes. What was the purchase price for the collateral? \$ 34,044.00
- ☐ No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ 17,552.15	\$ 17,552.15
Annual Percentage Rate	7.900 %	7.90 %
Monthly Payment	\$ 596.46	\$ 596.46

- H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☒ Yes ☐ No

NA
C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$ _____

b. Monthly expenses (including all reaffirmed debts except this one)

\$ _____

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ _____

d. Amount of monthly payment required for this reaffirmed debt

\$ _____

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:



You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.



You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:



You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 8/18/11 Signature [Signature]
 Date 8/18/11 Signature [Signature]
 Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor Landmark Credit Union P.O. Box 510870 New Berlin, WI 53151-0870
Print Name *Address*
Paul Peterson [Signature] 07/15/2011
Print Name of Representative *Signature* *Date*

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 8/22/2011 Signature of Debtor's Attorney [Signature]
 Print Name of Debtor's Attorney Todd Esser Steven E. Berg

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION

T084 10/2004 s.342.20(9)Wis. Stats.



DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

KIRKBRIDE KATHERINE A
KIRKBRIDE STEVEN A
W277N1644 LAKE VIEW DR
PEWAUKEE WI 53072-5248

Year	Make	Body Style	Vehicle Identification Number	County of Debtor Residence	Secured Party No.	Date Printed
2009	HOND	LL	5FNYP48619B024654	WAUKESHA	27779	10/11/08

SECURED PARTY (LIENHOLDER) NAME AND ADDRESS

LANDMARK CREDIT UNION
2775 S MOORLAND RD
NEW BERLIN WI 53151

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien.
Valid lien release only if signed on reverse side.

**MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE
AND SECURITY AGREEMENT**

1. CREDIT SALE AGREEMENT

Goods Sold and Credit Request: I purchased from the undersigned seller ("Seller") at the price and on the terms of a separate purchase agreement the following goods, and I acknowledge receipt of them, in satisfactory condition. I request that the sale be financed on the terms of this Agreement and agree that all terms and conditions of the purchase agreement, other than financial terms and conditions, survive the execution of this Agreement. I agree to pay to Seller the Amount Financed shown on line 2(g), plus interest, according to the Payment Schedule shown below. This Agreement bears interest at the rate of 7.90 % per year on the unpaid balance until the scheduled date of the final installment and after that date at the default rate of 7.90 % per year until paid. I agree to pay the Late Charge shown below. I also agree to pay a charge of \$ 15.00 per month permitted under §422.202(1)(d), Wis. Stats., for each check presented for payment under this Agreement which is returned unsatisfied. Payments shall be applied (to the extent not prohibited by the Wisconsin Consumer Act) in such order as Seller selects to charges and amounts due under this Agreement. Amounts disclosed in Sections 2 and 3 are computed on the assumption that all installments will be paid when due.

YEAR OR USED	YEAR	MO. CYL.	MAKE/TRADE NAME	BODY STYLE (IF TRUCK, VEHICLE CAPACITY)	MODEL	SERIAL NUMBER OR IDENTIFICATION NUMBER
NEW	2009	6	HONDA	SUR AND LX-1 A1	PILOT	5FNYF405198024654

If applicable, titled or to be titled in name of KATHERINE A KIRKBRIDE OR STEVEN A KIRKBRIDE

2. ITEMIZATION OF AMOUNT FINANCED AND OTHER CHARGES

(a) Cash Price			(e) \$	<u>34944.00</u>
(b) Trade-In: (1) Year	Make	Model		
Allowance \$	<u>N/A</u>	- Lien/Lease Payoff \$	<u>N/A</u>	
Owes to				
Net Positive Trade-In Value of \$	<u>N/A</u>			
(2) Year	Make	Model		
Allowance \$	<u>N/A</u>	- Lien/Lease Payoff \$	<u>N/A</u>	
Owes to				
Net Positive Trade-In Value of \$	<u>N/A</u>			
Net Positive Trade-In Value (1)+(2)	<u>0000.00</u>			
(c) Total Cash Received \$			(d) \$	<u>N/A</u>
(d) Downpayment: Cash \$	<u>6000.00</u>	- Includes factory or manufacturer rebate of \$	<u>N/A</u>	(e) \$ <u>6000.00</u>
+ Net Positive Trade-In Value \$	<u>N/A</u>	= Total Downpayment of		(f) \$ <u>6000.00</u>
(e) Amount paid to Seller (a - c)			(f) \$	<u>28944.00</u>
(f) Amounts paid to others on my behalf which are being financed:				
(1) To public officials fee:				
Sales Tax	\$ <u>N/A</u>	Being Financed	\$ <u>1827.13</u>	
Filing Fee (Notation and Release of Lien)	\$ <u>N/A</u>		\$ <u>20.00</u>	
Title Application, Transfer & Registration	\$ <u>N/A</u>		\$ <u>65.00</u>	
(2) To property insurance company for coverages checked below (actual cash value)	\$ <u>N/A</u>	Being Financed	\$ <u>N/A</u>	
<input type="checkbox"/> \$ <u>N/A</u> Deductible Comprehensive				
<input type="checkbox"/> \$ <u>N/A</u> Deductible Collision				
<input type="checkbox"/> Fire, Theft and Combined Additional Coverage				
(3) To liability insurance company	\$ <u>N/A</u>	Being Financed	\$ <u>N/A</u>	
(4) To	\$ <u>N/A</u>		\$ <u>N/A</u>	
(5) To <u>VIOLITY FOR: SVC CONTR</u>	\$ <u>N/A</u>		\$ <u>1782.00</u>	
(6) To	\$ <u>N/A</u>		\$ <u>N/A</u>	
(Subtotal for computing credit insurance premium a + 1) through (6)g	\$ <u>3176.13</u>			
(7) To credit life insurance company	\$ <u>N/A</u>	Being Financed	\$ <u>N/A</u>	
(8) To credit accident and sickness insurance company	\$ <u>N/A</u>		\$ <u>N/A</u>	
Total Amount Paid to Others Which is Being Financed (Seller may be retaining a portion of this amount)			(g) \$	<u>3702.13</u>
(h) Amount Financed (a + f)			(i) \$	<u>31746.13</u>
(i) Finance Charge			(j) \$	<u>1641.23</u>
(j) Total of Payments (g + i)			(k) \$	<u>33387.36</u>
(k) Total Sale Price (d + i)			(l) \$	<u>35366.36</u>

3. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my downpayment of \$ <u>6000.00</u> .
<u>7.90</u> %	\$ <u>7620.23</u>	\$ <u>31746.13</u>	\$ <u>33387.36</u>	\$ <u>35366.36</u>

My Payment Schedule will be:		When Payments Are Due
Number of Payments	Amount of Payments	
<u>60</u>	\$ <u>573.10</u>	<u>MONTHLY BEGINNING 11/07/2008 UNTIL PAID IN FULL</u>
	\$ <u>N/A</u>	

Security: I am giving a security interest in the goods being purchased.
Late Charge: If a payment (other than the final payment) is not paid on or before the 10th day after its due date, I may be charged \$ 15.00 or 1.00 % of the unpaid amount, whichever is less.
Prepayment: If I pay off early, I will not have to pay a penalty.
I should see my solicitor for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

4. SECURITY AGREEMENT

I grant to Seller a security interest in the goods described above, and all accessories to and proceeds of such goods ("Collateral"). The Collateral secures performance of all my obligations in this Agreement and all extensions, modifications and renewals of them ("Obligations").

- (a) Ownership and Purpose. Acting alone, I may grant a security interest in the Collateral. The Obligations under this Agreement are incurred and the Collateral is acquired primarily for personal, family or household purposes.
(b) Title. Vehicle will be ☒ titled in Wisconsin ☐ titled in N/A ☐ not titled.
(c) Location. The Collateral will be kept at the address below Section 7, or if not, at:

- (d) Each location shall not be changed without providing at least 30 days prior written notice of the change to Seller, but I intend that the Collateral, whenever located, is covered by this Agreement.
(e) Marital Information. For Wisconsin resident only: I am ☒ married ☐ unmarried ☐ legally separated. If I am married and my spouse is not signing below the name of my spouse is _____ and my spouse resides at ☒ the address shown below Section 7 or at ☐ _____
(f) Marital Purpose. If I am a married Wisconsin resident, the obligation evidenced by this Agreement is being incurred in the interest of my marriage or family.

- (g) Name and Address. My legal name is as set forth below Section 7. The address of my principal residence is as set forth below Section 7. I will not change my legal name or address without providing at least 30 days prior written notice of the change to Seller.
(h) Additional Covenants. I shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

- (i) CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED TO (a) I MAY OBTAIN PROPERTY AND LIABILITY INSURANCE FROM ANYONE I WANT THAT IS REASONABLY ACCEPTABLE TO SELLER. If I get the insurance from Seller, I will pay \$ N/A for estimated term of N/A months.

- (j) DEBIT CANCELLATION COVERAGE, SPECIFICALLY CALLED GUARANTEED AUTOMOBILE PROTECTION ("GAP"), IS NOT REQUIRED TO OBTAIN CREDIT AND GAP WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST. I elect GAP and agree to pay the cost shown below for the term of the Agreement (or 36 months, whichever is less) subject to terms and conditions of separate policy or certificate of insurance. Credit Life Insurance \$ N/A Credit Accident & Sickness Insurance \$ N/A

- (k) I acknowledge/accept of the description of GAP coverage separately provided to me.

CUSTOMER KATHERINE A KIRKBRIDE Z. PERSON STEVEN A KIRKBRIDE CUSTOMER

"I", "my", "me" and "mine" includes each customer who signs this Agreement and all obligations are joint and several, except that _____ signs below solely to grant a security interest in the Collateral. This Agreement benefits Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns. This Agreement includes the Additional Provisions on the reverse side. I have received a completed copy of this Agreement.

The Annual Percentage Rate may be negotiable with Seller. Seller may assign this Agreement and retain its right to receive a part of the Finance Charge.

NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF FINANCE CHARGE.

Dated 09/23/2008

WELDE HONDA (SEAL) X KATHERINE A KIRKBRIDE (SEAL)

Seller's Address: 110 HWY 164 CUSTOMER STEVEN A KIRKBRIDE (SEAL)

HAUKSIA HWY 53186 CUSTOMER'S ADDRESS: 14277N 644 LAKESIDE DR

This Agreement may be assigned to "Assignee": _____ Customer's Address: 14277N 644 LAKESIDE DR

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PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. When will this Reaffirmation Agreement be effective?

a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and

i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.*

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.